



LEASE AGREEMENT

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INSTRUCTIONS AND AGENCY DISCLAIMER: The words "you" and "your" refer to the lessee (the party who is leasing the equipment); "we", "us" and "our" refer to LCA Bank Corporation or its affiliate, Lease Corporation of America, the Lessor. The supplier and the salespeople are not our agents, and they are not authorized to waive or alter this agreement (the "Lease"). Initial all changes and do not use correction fluid. If you have any questions, call us in Michigan at 1-800-800-8098.

Table with 3 columns: QUANTITY, DESCRIPTION OF LEASED EQUIPMENT, SERIAL #s (if applicable). Includes a section for EQUIPMENT LOCATION (if different from billing address) with fields for Address, City, State, and Zip.

Table with 5 columns: Initial Term (Months), Payment Due Each (Mo., Qtr., 1/2 Yr., Yr.), Base Periodic Payment (\$), Advance Payment(s) (\$), Security Deposit (\$). Includes PURCHASE OPTION section with checkboxes for \$1.00 Option, 10% Option, Fair Market Value Option, and Other Option.

LESSEE: You must verify and/or complete all shaded areas. Fields include Complete Legal Name of the Lessee, Billing Address, City, State, County, Zip, Federal ID No. (FID#), Organizational ID (If any), Phone #, Fax #.

1. General: YOU AGREE THAT THIS AGREEMENT WILL BE CONSIDERED A FINANCE LEASE AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. In return for our purchase of your chosen equipment as described above or on any referenced schedule hereto (the "Equipment") from your chosen supplier and/or manufacturer (the "Supplier"), and in return for your promises, representations and commitments, including, without limitation, your submission to Michigan law and courts, we agree to lease to you and you agree to lease from us the Equipment for at least the Initial Term reflected above.

SIGN HERE [arrow]

Before signing this Lease, you acknowledge receipt of a completed copy of the Lease and the application specifying the Supplier of the Equipment. You further acknowledge that this Lease is not binding on us until we accept it by signing the SECOND PAGE. You agree that facsimile signatures and initials on any attachment or addendum may be treated as original signatures. You acknowledge that you have read, understood and have agreed to all the terms of the Lease and have consulted with your attorney if you have any legal questions about the Lease.

Authorized Signature of Lessee: [X] Date: [ ]

Print Name and Title [ ]

2. Term and Payment Schedule: You promise to pay us the Base Periodic Payments plus any sales or use tax (taxes not shown above in payment section) for the Initial Term and any subsequent term (together the "Term") at the frequency ("Payment due each:") specified above and also to pay us any other reasonable costs or expenses we incur to preserve the Equipment. Without our prior written consent any partial payment shall not release you from any unpaid portion. A fixed payment due date shall be set by us. It is your responsibility to determine and comply with the due date. Unless we send you notice of a new address, all payments must be sent to us at the Michigan address provided.

INITIAL HERE [arrow]

INITIAL HERE [arrow]

Initial each item For the Term we give you all equipment warranties, if any, given to us by the Supplier. You may contact Supplier to receive a description. If there is any problem with the Equipment, any service, any airtime, the Supplier or with any assertion they might have made about the Lease, you agree to make all payments when due and make any claim relating to the problem only to the Supplier, waiving any such claim against us.

This Agreement cannot be canceled nor modified except by written agreement signed by you and by us.

3. Law, Jurisdiction, Venue and Non-Jury Trial: You agree that this Lease shall be deemed executed and performed in Michigan and Michigan law will apply to it. Any needed interpretations shall be construed under and/or filled in by the Uniform Commercial Code, Article 2 A. YOU ALSO CONSENT TO THE PERSONAL JURISDICTION OF THE STATE OF MICHIGAN and any state or federal court located there. YOU AGREE TO ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN MICHIGAN, AND WAIVE ANY RIGHT TO A TRIAL BY JURY SO THAT ANY TRIAL RELATED TO THIS LEASE SHALL BE BY AND ONLY TO THE COURT.

4. Ownership of Equipment: We own (have title) to the Equipment and may affix a label to indicate that at any reasonable time. Your obligations under the Lease are absolute and shall not be diminished on account of any software, license, airtime, service portion or otherwise. To protect us from any finding that this is not a true lease, you grant us a security interest in the Equipment. You authorize us to file a UCC-1 financing statement or similar document, and appoint us as your attorney-in-fact to execute and deliver such instrument to show our interest in the Equipment.

GUARANTY

In the Guaranty, you means each person making the Guaranty, and we, us and our, mean the Lessor. In consideration for us entering into the Lease, you, the guarantor, guaranty that the Lessee will make all payments, pay all other charges under this Lease when due, and will perform all other obligations promptly. You also agree to be subject to all provisions of this Lease, including, but not limited to, the consent to Michigan law, jurisdiction and the venue of Michigan courts and the waiver of a trial by jury. You also agree that we may make other arrangements with the Lessee or other guarantor, with or without notice to you, and you will still be responsible for making payments and other obligations. Each of you individually agrees to be fully responsible whether or not we initiate or exhaust any remedy or proceeding against the Lessee, the Equipment, or any other guarantor. We do not have to notify you if the Lease is in default. If it is, you agree to pay any amounts due under the Lease immediately upon request. You will reimburse us for all expenses we incur enforcing the Lease against the Lessee or the guaranty against you, including our reasonable attorney's fees. This is a continuing guaranty and shall not be discharged or affected by the death of the undersigned, shall bind the heirs, administrators, representative, successors and assigns of the undersigned and may be enforced by any assignee of the lessor.

Signature of Guarantor (An Individual) [X] No Title

Print Name [ ] Date [ ]

Signature of Guarantor (An Individual) [X] No Title

Print Name [ ] Date [ ]

EQUIPMENT ACCEPTANCE AND PURCHASE AUTHORIZATION

You, the Lessee, certify that all of the Equipment under this Agreement has been delivered and has been received by you, that you are satisfied with the supplier, the installation, and the Equipment and that all work necessary to use the Equipment has been done, that the Equipment has been examined by you and it works as promised, and that the Equipment is accepted by you for all purposes under this Agreement. ACCORDINGLY YOU IRREVOCABLY INSTRUCT AND AUTHORIZE US TO PURCHASE THE EQUIPMENT.

Guarantors SIGN HERE [arrow]

Authorized Signature of Lessee: [X] Date: [ ]

Print Name [ ]

**5. No Warranties from Us:** We are leasing the Equipment to you "AS-IS." **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS LEASE.** If the equipment is not properly installed, **does not operate as represented or warranted, or is unsatisfactory for any reason whatsoever; or if there is a problem with the Supplier, or the provision of maintenance, airtime, licensing rights or other service; notwithstanding the occurrence of any or all of the foregoing, you agree to continue making payments to us when due and make any claim relating to such problem only to the Supplier. You agree to waive any such claim against us.** We transfer to you, for the Term, all equipment warranties, if any made to us related to the Equipment to exercise at your own expense. We are not liable to you for any default, modification or rescission of Supplier warranties or agreements.

**6. Your Representations and Warranties to Us:** You and any guarantors represent and warrant to us, and we rely on the fact that: a) you have freely chosen to lease, not buy, from us only after considering purchasing; b) financial information and other statements, now or later provided to us, are accurate and correct and we are materially relying upon them in extending your credit; c) you are currently paying all of your debts when due; d) the Equipment is leased exclusively for your existing business purposes, not for personal, family or household purposes; e) you have unrestricted power to enter into this Lease, have duly authorized the person executing it, and certify that all signatures are authentic; f) we own the equipment and therefore have no duty if you default to repossess or resell the Equipment; g) you understand that we are ready and willing to negotiate the Lease prior to you signing it; and h) the Equipment is new and has a remaining economic life of one year beyond the Initial Term or as allowed for a true lease by the IRS.

**7. Maintenance and Installation:** You are responsible for installing and keeping the Equipment in good working order, maintaining it free from damage except for ordinary wear and tear and for any other Equipment loss during the Term. If the Equipment is damaged or lost, you agree to continue to make all payments under this Lease.

**8. Location of Equipment, Termination:** The Equipment may only be moved from your address (page 1) if you receive our written permission. You may not abandon the Equipment nor turn it over to anyone except us or our representative. We may reasonably inspect the Equipment. At the end of the Term, you must contact us to receive a return location for the Equipment. You then must, at your expense, uninstall, crate, insure and return the Equipment to the return location we have told you, with any amounts then due or to become due, in as good a condition as when you received it, excepting only reasonable wear and tear. **At the end of the Term, if you have not returned or purchased the Equipment, the Lease automatically renews for successive one-month terms with the same payment and terms.** This automatic renewal, however shall not act as a waiver of any default, including the default for failure to return the Equipment as promised herein, nor shall it operate as a waiver of any of our remedies upon default.

**9. Insurance:** You agree to keep the Equipment fully insured for the greater of either (i) its full replacement value, or (ii) the unpaid balance on the Lease. You also agree to obtain general public liability insurance from someone acceptable to us and to include us as an additional insured. You agree to provide us with certificates or other evidence of the insurance policies acceptable to us before this Lease begins. The insurance must provide that we be given at least 30 days notice of any cancellation or material change. If you do not provide us with acceptable evidence of insurance before the due date of any Base Periodic Payment, **you agree to pay us a risk fee with each payment liquidated to be equal to 0.25% of the original cost of the Equipment.** The purpose of this risk fee is to compensate us for the fact that you have not provided to us with proof that the Equipment is insured as agreed. This risk fee shall be income to us and will not be used to purchase any insurance or otherwise cover any costs, expenses or losses caused by a loss of any of the Equipment. The amounts of risk fees paid by you will not decrease your liability hereunder for a loss of any of the Equipment or otherwise. You agree the risk fee does not release you from the duty to provide and maintain insurance coverage and that you have no rights to any insurance benefits from us in the event of a loss. You acknowledge that you are in the best position to prevent the charging of this risk fee by providing to us proof of insurance in accordance herewith.

**10. Liability:** We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse us for and to defend us against any claims, losses, or injuries caused by the Equipment or its condition (whether actual, alleged, latent or discoverable) and reasonable attorney fees (the "Indemnity"). This covenant of Indemnity shall continue beyond the termination of the Lease, no matter why it terminated, for any event related to the Equipment occurring prior to your return of the Equipment to us. If you are entitled to revoke your acceptance of the Equipment, you agree to pay us for our expenditure to the supplier of the Equipment. You agree that in no case will we be liable to you for any special, indirect or consequential damages. To the extent permitted by applicable law, you and any guarantors hereby waive any and all rights and remedies conferred upon a Lessee by Sections 2A-508 and 2A-517 through 2A-522 of the Uniform Commercial Code.

**11. Taxes and Fees:** You agree to pay, when due, all taxes and fees which are assessed in regard to the Equipment and/or this Lease, including, but not limited to personal property taxes, fines, and penalties relating to this Lease. If we pay any of the above for you, you agree to reimburse us on demand. You also agree to reimburse us on demand for any filing or release fees and other reasonable administrative expenses. You agree to pay us a documentation and processing fee to pay our administrative costs in starting the Lease.

**12. Assignment:** You may not sell, transfer, assign, or sublease the Equipment or this Lease. We may sell, assign, or transfer this Lease or any related documents or filings. You agree that if we do, the assignee will have the same rights and benefits that we have. You agree that the rights of any assignee or successor will not be subject to any claims, defenses, or setoffs that you may have against us.

**13. Collection Charges:** If full payment is not paid when due, you agree to pay us, as applicable, each of the following charges where allowed by law. If not allowed, you agree to pay us the maximum charges allowable by law for the corresponding charge. The charges are: a) a late charge to make up for collecting and processing the late sum, such late charge is stipulated and liquidated to be the greater of \$.15 per dollar of each late sum or \$15.00, plus b) an interest charge, stipulated and liquidated to be 1.5% per month, for every month after the first month in which the sum is late to make up for our inability to reinvest the sum, plus c) a collection call charge to make up for the time and expense in making any call, such collection call charge is stipulated and liquidated to be \$20.00 per call, plus d) a personal visit charge which is stipulated and liquidated to be \$75.00 per visit, plus e) a returned check or non-sufficient funds ("NSF") charge, such NSF charge is stipulated and liquidated to be the greater of \$50.00 or actual bank charges to us plus other amounts allowed by law.

**14. Default:** You will be in default if: a) you do not pay any amount due within 10 days of when it first becomes due; or b) you break any of your promises or obligations in this Lease, or any other obligation with us, and do not cure the breach in 10 days from our giving you notice of it, or c) without our written consent or written direction, you turn over or attempt to turn over the Equipment to anybody else; or d) you give us reasonable cause to be insecure with your willingness or ability to pay. Some agreed upon examples of such reasonable causes are: you become insolvent, you stop paying your debts as they become due, you stop doing business as a going concern, you or a guarantor dies or becomes insolvent, you consolidate or merge without our written consent, you or any guarantor fail to reaffirm or assume this Lease within 60 days of filing Bankruptcy, or a legal proceeding is instituted to seize or detain the Equipment.

**15. Remedies:** If you default, we may do any or all of the following: a) we may, without notice, accelerate all sums due or to become due (future amounts discounted to present value on the date of computation at 5% per year) as liquidated damages for breach of the Lease and not as a penalty ("Accelerated Payments"); b) we may demand that you return the Equipment to us or collect from you the estimated Lease end fair market value, agreed to be 25% of the original equipment cost ("E-FMV"), discounted to present value on the date of computation at 5% per year; c) if you do not return the Equipment, we may without any liability to you for damages caused by the entry or retaking or possession, and without releasing you from any payment or other obligation, immediately take possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be and take it; d) we have the right to exercise any remedy at law or equity, for which you and any guarantor(s) expressly waive any required notice; e) if we have to take possession of the Equipment, you agree to pay the repossession cost; f) we may sell or otherwise dispose of the Equipment with or without notice, at a public or private sale, and apply the net proceeds to the amount you owe us. You agree that you will remain responsible for any remaining amount due hereunder; g) if we refer this Lease to an attorney for legal action, you agree to pay our reasonable attorney's fees and actual costs, including our travel costs to any deposition or court appearance. You agree that a reasonable attorney fee is not less than the greater of \$300.00 or 25% of the total amount in collection as a liquidated damage and not a penalty; **h) as we both agree that all purchase options, if any, (whether separate, included or implied by law or otherwise) are contingent on your not defaulting (whether or not cured), we may, without notice, terminate all such options.**

**16. Security Deposit:** The Security Deposit (shown on front of Lease), when given to us, will be held by us to secure the payment and performance of your obligations hereunder (including payment of late fees, non-insurance risk fees and other costs or expenses we incur in connection herewith) and may not be used by you against any lease payment or other money's due us. The Security Deposit, if available, may also be used as a credit against the purchase price for the Equipment at the end of the Lease Term. If you do not purchase the Equipment, the balance of the Security Deposit will be refunded to you without interest unless otherwise required by law.

**17. Consent To Service Of Process:** You and any Guarantor(s) agree that any process served for any action or proceeding shall be valid if done by any means allowed by the law or if mailed by certified mail, return receipt requested, with delivery restricted to either the addressee, its registered agent, or any agent appointed in writing to accept it.

**18. Miscellaneous.** The Lease subsections, sections, labels, headings and the numbering of paragraphs are for the convenience of the parties only and are not a meaningful part of this Lease. The singular includes the plural and vice versa. The meaning of all provisions shall be interpreted to make them enforceable to the extent practicable. If no practical reading would save a provision, it shall be severed from this Lease and the other Lease provisions shall remain in full force and effect. You agree to provide us with updates concerning your financial condition or otherwise, upon our request. We may also run credit reports on you and any guarantor(s) at any time. Any delay or failure to enforce our rights under this Lease does not prevent us from enforcing any of our rights later.

**FOR LESSOR USE ONLY**

Accepted on \_\_\_\_\_ by Lessor:  
[www.leasecorp.com](http://www.leasecorp.com)

By: \_\_\_\_\_

**INSURANCE INFORMATION**

Insurance Company:	Agent:
Address:	
Address:	
Phone:	<b>Acknowledgment of This Page 2</b> <b>Initial if Lease is printed</b> <b>on two separate pages X_____</b>